

Online  
Auction

# U.S. Government *Real Estate for Sale*



## Baldwin Cabin - Albuquerque

US Highway 60 approximately 3 1/2 miles northwest of  
Datil, New Mexico

**Auction Begins: June 07, 2011**  
**Sale No. USDA-R-1653**

**U.S. General Services Administration**  
Real Property Utilization and Disposal  
Division (7PZ)  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103  
Phone: 817-978-2331  
Fax: 817-978-2063  
[https://propertydisposal.gsa.gov  
realestatesales.gov](https://propertydisposal.gsa.gov/realestatesales.gov)

**IFB Issue Date: May 25, 2011**

**GSA**

U.S. General Services Administration  
Invitation for Bids

SALE OF GOVERNMENT REAL PROPERTY  
**Baldwin Cabin – Albuquerque, NM**  
**Sale #: USDA-R-1653**  
**GSA Control #:7-A-NM-0596**

The Property is located on US Highway 60 about 3-1/2 miles northwest of the unincorporated community of Datil, New Mexico in Catron County and is approximately 38.77 acres more or less. The Property is located on the north side of US Highway 60 and is bounded on the north side by one private land owner. The property boundary on the east and south sides will remain US National Forest Property.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at [RealestateSales.Gov](http://RealestateSales.Gov).

### Auction Summary

Sale Type: **Online Auction**

Start Date: June 07, 2011

End Date: **Based on Bidding**

Minimum Opening Bid: **\$ 90,000.00**

Bid Increments: **\$ 5,000**

Registration Deposit: **9,000.00**

### Property Disposal Web Page:

<https://propertydisposal.gsa.gov>

Click on New Mexico to view and download  
Property Sales information

### Inspection Opportunities:

The property can be viewed by appointment only or as announced on GSA's web site at <https://propertydisposal.gsa.gov> and at <http://realestatesales.gov>. For information or to make an appointment call **David C. Burditt** at **817-978-0743** or write to Real Property Utilization and Disposal Division, (7PZ), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102.

### Sales Information

David C. Burditt, Realty Specialist  
Phone: (817) 978-0743  
E-mail: [david.burditt@gsa.gov](mailto:david.burditt@gsa.gov)

### Online Auction

[RealestateSales.Gov](http://RealestateSales.Gov)  
Register and submit your bid

### Online Auction Assistance

David C. Burditt, Realty Specialist  
Phone: (817) 978-0743  
E-mail: [david.burditt@gsa.gov](mailto:david.burditt@gsa.gov)

### Send Bid Form and Registration Deposit to:

U.S. General Services Administration  
Office of Real Property Disposal (7PZ)  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103  
Attn: David C. Burditt

### TABLE OF CONTENTS

Property Description .....	page 2
General Terms of Sale .....	page 6
Instructions to Bidders .....	page 13
Notices, Covenants, Reservations, Agreements and Exceptions .....	page 22
Legal Description .....	page 3
Sample Deed .....	page 26
Bidder Registration and Bid Form.....	page 27
Certificate of Corporate/Organization	
Bidder Form .....	page 28

## PROPERTY DESCRIPTION

---

### 1. LOCATION AND SETTING

The Property is located on US Highway 60 about 3-1/2 miles northwest of the unincorporated community of Datil, New Mexico in Catron County and is approximately 38.77 acres more or less.

The Property is located on the north side of US Highway 60 and is bounded on the north side by one private land owner. The property boundary on the east and south sides will remain US National Forest Property.

### 2. SALE PARCEL DESCRIPTION

The Property consists of 38.77 acres with existing improvements. The improvements include a cabin (currently used as a public library), horse barn, corral, water well pump house, and a water system.

The elevation of the project area averages about 7540 feet and is located in an open meadow environment with surrounding vegetation of ponderosa pines, piñon, juniper, oak, rabbitbrush, snakeweed and other various grasses and forbs.

The water well system is not in operating condition. The cabin was re-roofed by the Library in 2004. The Baldwin Cabin has undergone maintenance projects throughout its years of use, however, documentation of most of these maintenance projects, in the form of facility maintenance, are not available. The cabin and horse barn are eligible to the National Register of Historic Places and due to the property's historic significance, the property is being sold subject to a Declaration of Preservation Covenant that will run with the Deed when the property is conveyed out of federal ownership.

The subject property has been in Federal Ownership since 1909 under the authority of the March 3, 1891 Creative Act. On June 25, 1910 the Baldwin Cabin Administrative Site was withdrawn from mining laws under authority of the 1910 Picket Act to serve as a Ranger Station and Horse Pasture for the Eastern Division of the Datil National Forest.

In 1920 a four bedroom adobe house and a wood-frame barn were built on site to replace the old cabin. In 1999, the need to use the site for National Forest purposes ceased and the Forest granted the use of the cabin to the Baldwin Cabin Public Library as a community library.

The subject property is being sold subject to an indefinite Facilities Lease to the Baldwin Cabin Public Library for a nominal fee of \$10.00/year for as long as the Library continues to use the facilities for library purposes or the new landowner may gift or sell Lot 37A and associated structures at mutually agreeable terms to the Baldwin Cabin Public Library. The Facilities Lease is subject to the Declaration of Preservation Covenant in order to retain the facilities historic character. Under the terms of the deed restriction, the new land owner, and all subsequent owners, will be required to lease, donate or sell the cabin, horse barn, corral, waterline easement, and a water system to the Library. If and when the Library ceases to use the facility for library purposes for a period of one year or longer, the property identified in Tract 37A will revert back to the landowner.

### 3. LEGAL DESCRIPTION

#### **Baldwin Cabin**

#### **Tract 37 and Tract 37A**

#### **Sections 32 & 33, T.1S., R.10W., N.M/P.M.**

A tract of land as shown on the record 2009 Bureau of Land Management (BLM) plat, lying and being situated within Sections 32 & 33, Township 1 South, Range 10 West, New Mexico Principal Meridian, Catron County, New Mexico. This description is taken from the BLM Field Notes and said plat and more particularly described as follows:

Beginning on the north line of said Section 33 at the E-W1/64 corner, a BLM Brass Cap;

thence S.20°50'E. a distance of 14.700 chains (970.20 feet) to Angle Point - 1, a BLM Brass Cap;

thence N. 89°55'W. a distance of 5.278 chains (348.35 feet) to Angle Point - 2, a BLM Brass Cap;

thence N. 85°24'W. a distance of 12.658 chains (835.43feet) to Angle Point - 3, identical with Station No 2224+02.82 on the northerly right-of-way line of U.S. Highway 60, a Brass Tablet set in a concrete base;

thence N. 66°35'W. a distance of 21.567 chains (1,423.42 feet) to Angle Point - 4, identical with Station No 2209+69.40 on the northerly right-of-way line of U.S. Highway 60, a Brass Tablet set in a concrete base;

thence northwesterly on a 03° 10' curve, having a radius of 1809.90 feet, through an arc of 17° 15' to the right a distance of 545.09 feet, to Angle Point – 5, identical with Station No 2203+94.73 on the northerly right-of-way line of U.S. Highway 60, a Brass Tablet set in a concrete base;

thence S.89°28'E. along the north line of said Section 32 a distance of 9.43 chains (622.38 feet) to the corner of Sections 28, 29, 32 and 33, a BLM Brass Cap;

thence S.89°45'E. along the north line of said Section 33 a distance of 30.00 chains (1980.00 feet) to the E-W 1/64 corner the point of beginning.

Containing 38.77 acres, more or less.

Tract – 37 is “Subject to an indefinite lease of Tract 37A to the Baldwin Public Library for a nominal fee unless the purchaser and Board make other mutually agreeable terms or unless the Library ceases to use the cabin as a community library for a period of 12 months plus an easement for the water pipeline and use of the existing well for no less than 300 gallons of water/month to the cabin and barn.”

Tract 37A – A Tract of land lying and being situated within Tract 37, Section 33, Township 1 South, Range 10 West, New Mexico Principal Meridian within the Cibola National Forest, County of Catron, State of New Mexico.

Beginning at the southeast corner of said Tract 37, Section 33 at Angle Point -1, a BLM Brass Cap;

thence N.89°52'23"W., along the south line of Tract 37, a distance of 348.36 feet to Angle Point - 2 of Tract 37, a BLM Brass Cap;

thence along the line between Angle Point - 2 and Angle Point - 3 of Tract 37, N.85°21'28"W., a distance of 69.96 feet to AP-3 of Tract 37A, a Forest Service Aluminum Cap.

thence N.23°14'20"E., a distance of 114.00 feet to AP-4 of Tract 37A, a Forest Service Aluminum Cap.

thence S.83°14'44"E. a distance of 348.92 feet to AP-5 of Tract 37A. Said point falls on the line between the E-W 1/64 corner of Section 33 and Angle Point - 1 of Tract 37;

thence along the line eastern line of Tract 37, S.20°46'18"E., a distance of 75.02 feet to the point of beginning.

Containing 0.80 acres more or less.

#### **4. ASSESSOR'S PARCEL NUMBER:**

This property will have an assigned assessor's parcel number once the final sale, funding, and recording of the new deed and survey plat take place.

#### **5. DRIVING DIRECTIONS**

From the village of Magdalena, NM continue southwest on U.S. Highway 60 for 35 ½ miles toward the village of Datil, NM. The property is located about 3 ½ miles northwest of Datil, NM on U.S. Highway 60. The Baldwin Cabin Public Library and barn are visible to the northeast of Highway 60 and Forest Road 100

## 6. UTILITIES

The only public utility currently used on the Property is electrical service. Water is available on site as a private well. A telephone line does cross the property and is available. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

### **Electricity**

Socorro Electric Cooperative Inc.  
215 Manzanos Ave. E  
Socorro, NM 87825  
(575) 854-2897

### **Telephone**

Western New Mexico Telephone Company  
PO Box 150  
Cliff, NM 88028  
(505) 535-2291

### **Solid Waste**

Disposal is the responsibility of the property owner

## 7. WATER RIGHTS

The well on the property is currently registered with the state of New Mexico (RG-90614), and will convey with the property. The new landowner will be required to file a change of ownership with the Office of the State Engineer.

# GENERAL TERMS OF SALE

---

## 1. DEFINITIONS

### A. INVITATION FOR BIDS

- 1) The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices, Covenants, Reservations, Agreements and Exceptions; Bidder Registration and Bid Form for Purchase of Government Property; and Certificate of Corporate/Organization Bidder Form. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.
- 2) GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.

### B. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

### C. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

### D. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

### E. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

### F. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

### G. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."



## H. PROPERTY

The term “Property” refers to the property or properties described on the Property Description of this IFB.

## I. AS-IS

The term “As-Is” means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property “with all faults,” whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

## J. WHERE-IS

The term “Where-Is” means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

## 2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (7PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

## 3. INSPECTION

- A. The property can be viewed by appointment only or as announced on GSA’s web site at [propertydisposal.gsa.gov](http://propertydisposal.gsa.gov) or at [realestatesales.gov](http://realestatesales.gov). For information or to make an appointment call **David C. Burditt** at **817-978-0743** or write to Real Property Utilization and Disposal Division, (7PZ), General Services Administration (GSA), 819 Taylor Street, Room 8A10, Fort Worth, TX 76102.
- B. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

## 4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale (“Agreement”) between the high bidder (“Purchaser”) and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the expressed written consent of the Government. Any assignment transaction without such consent shall be void.

## 5. CONDITION OF PROPERTY

The Property is offered for sale **“AS IS” AND “WHERE IS”** without representation or warranty, expressed or implied. The Purchaser, and Purchaser’s successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government



makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges their express understanding and stipulation that there are no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

## **6. ZONING**

- A.** A The Property is subject to the jurisdiction of the Catron County. The Property is not zoned. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information, please contact:

Bill Aymar  
Catron County Manager  
575-533-6423

## **7. RISK OF LOSS**

As of the date of conveyance the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

## **8. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## **9. REVOCATION OF BID AND DEFAULT**

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

## 10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of

shall be strictly limited to all amounts of money  
Purchaser has paid to Government without interest whereupon Government

## 11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## 12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## 13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

### OUTSTANDING Encumbrances:

1. An existing easement, 30 feet wide, buried telephone cable to American Telephone and Telegraph Company.

*A replacement easement will be executed at closing in favor of the outstanding rights holder.*

2. An existing special-use permit, 20 feet wide, for an aerial electrical line to Socorro Electric Cooperative Inc.

*The special-use permit will be terminated between the Forest and the Holder and a replacement easement will be executed at closing in favor of the outstanding rights holder.*

3. An existing special-use permit, 16 feet wide, for an aerial telephone line to Western New Mexico Telephone.

*The special-use permit will be terminated between the Forest and the Holder and a replacement easement will be executed at closing in favor of the outstanding rights holder.*

4. A Memorandum of Understanding (MOU), dated July 7, 2004, between the Forest and the Baldwin Cabin Public Library Board to use the cabin as a community library. The cabin is still being used for that purpose.

*The MOU will be terminated between the Forest and the Library effective the day of closing and the MOU will be replaced by a lease titled, "Facilities Lease."*

#### **14. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

#### **15. REQUIREMENT TO LEASE BACK THE EXISTING BUILDING TO THE BALDWIN CABIN LIBRARY BOARD**

The Purchaser of the Property will be required to lease back, to the Baldwin Cabin Public Library, the use of the existing buildings, and existing route of access, and sufficient parking spaces for the continued use of those facilities as a public library. The term of the Lease shall be for an indefinite period of time unless the use of the facilities as a public library ceases for a period of twelve months or more.

The Purchaser shall sign the Lease at closing. The Lease is available as Exhibit "A" in the appendix. The Purchaser may at his sole discretion choose to sell or donate by deed the ownership of the library building and the described lot on which it sits in lieu of maintaining a lease for the library building at terms agreeable to the Library and the new landowner once the property is no longer under federal ownership.

#### **16. DECLARATION OF PRESERVATION COVENANT**

A condition of the purchase is that a legal instrument be recorded, at the closing of the purchase by Grantor from the Forest Service, which will ensure that the historic Baldwin Adobe Cabin and the associated Horse Barn (Cabin and Barn) located on the property are preserved and maintained. It is acknowledged that these structures have been determined eligible for the National Register of Historic Places. The locations and legal descriptions of the Cabin and Barn as described above are subject to this Preservation Covenant.

#### **17. HISTORIC PRESERVATION COVENANT**

The Grantor will ensure that the Cabin (Feature #1) and the Barn (Feature #12) of site AR-03-03-652/LA123238 will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces, and spatial relationships. Where a treatment and use have not been identified, the property will be protected and, if necessary, stabilized until additional work may be undertaken [36 CFR 68.3(a)(1)]. The historic character of the property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces, and spatial relationships that characterize the property will be avoided [36 CFR 68.3(a)(2)]. Changes to the property that have acquired historic significance in their own right will be retained and preserved [36 CFR 68.3(a)(4)]. Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the property will be preserved [36 CFR 68.3(a)(5)]. The existing condition of historic features should be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color, and texture [36 CFR 68.3(a)(6)]. The Cabin and Barn will be maintained in at least the state of repair as that which will exist on the date the Forest Service turns over to the Grantor the Cabin and the Barn.

The baseline data documenting the condition of the Cabin and Barn will be a *Final Inspection Report for the Baldwin Cabin Administrative Site*.

Any subsequent maintenance, repairs, replacements, and/or restorations will be subject to approval by the New Mexico State Historic Preservation Officer (SHPO). Proposals for building treatment will incorporate the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and the Secretary of the Interior's Standards for the Treatment of Historic Properties. SHPO will provide the legal direction for such maintenance, repairs, replacements, and/or restorations in the appearance of the building and/or their immediate setting.

The Purchaser shall sign the **Declaration of Preservation Covenant** at closing.

## **18. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

- A.** The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.
- B.** On the closing date, the Purchaser shall tender to the Government the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing.
- C.** The Government reserves the right to extend the closing date for a reasonable amount of time.

## **19. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

## **20. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

- A.** All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.
- B.** All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- C.** A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, to U.S. General Services

Administration, Office of Real Property Utilization and Disposal (7PZ), 819 Taylor St. Rm 8A10, Fort Worth, Texas 76102, Attn: Veronica Capron, Realty Specialist

## **21. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

---

# INSTRUCTIONS TO BIDDERS

---

## 1. AUCTION START DATE

The auction opens on May 31, 2011.

## 2. TYPE OF SALE

This sale will be an online auction conducted at the GSA's online auction website ("Website") realestatesales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date for the auction close (see Paragraph 11, Auction Close) will be announced at realestatesales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL-CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. SUGGESTED OPENING BID

The suggested opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION AND DEPOSIT

A. Bidder registration is a three-step process:

1) Complete Online Registration

- a) To register, you must first assign yourself a username and password. Then you will be asked to read and agree to the Invitation for Bids. Please note: GSA reserves the right to change the Online Sale Terms and Conditions. You should periodically, review the sale notices on the realestatesales.gov website.
- b) The way you register will determine how your information is displayed on your paperwork. Either your name and address, or your name, company name and address entered must be completed as you wish it to appear on all subsequent paperwork. You can only select one option to indicate registering as an individual or company. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.
- c) In accordance with Public Law No. 104-134, Section 31001, The Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN

is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN).

- d) The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.

2) Complete Registration Form

Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

3) Provide Registration Deposit

- a) A deposit in the amount of \$9,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."
- b) For deposits by credit card, bidders must also complete the "Registration Deposit" portion of the official Bid Form to be authorized to bid.
- c) Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

- B.** To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (7PZ)  
819 Taylor St. Rm 8A10  
Fort Worth, Texas 76102  
Attn: David C. Burditt, Realty Specialist

- C.** If the Registration Deposit is to be provided by credit card, the Registration by Credit Card form, and the Bidder Registration and Bid Form can also be submitted to GSA by fax at (817)978-2063.
- D.** It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.



- E. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

## 6. BIDDING IN GENERAL

- A. Registered bidders may provide, by mail or fax, an initial written bid on the Bidder Registration and Bid Form, and place that initial bid online by following the instructions at [realestatesales.gov](http://realestatesales.gov). By submitting your bid through [realestatesales.gov](http://realestatesales.gov), you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your User ID and password.
- 1) Bidder Menu
    - a) After registration, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.
    - b) GSA Auctions® also provides you with up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.
- B. Bids received through [realestatesales.gov](http://realestatesales.gov) are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.
- C. Bids must be submitted without contingencies.
- D. Written bids that are not submitted on GSA forms will be rejected.

## 7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

- A. Bidder Status
- 1) If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.
  - 2) Bidders are strongly encouraged to monitor bidding activity at [realestatesales.gov](http://realestatesales.gov). New bids are immediately posted at [realestatesales.gov](http://realestatesales.gov) upon receipt. A bid made online will supersede an initial written bid of an equal or lesser amount. An initial written bid may be posted online by GSA if the written bid has not been posted online by the registered bidder, and the written bid is higher than the current high bid.
  - 3) If your bid is not accurately shown on [realestatesales.gov](http://realestatesales.gov), then you should call GSA at (817) 978-0743. Bidders are urged to pay close attention to [realestatesales.gov](http://realestatesales.gov) which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## 8. INCREASING YOUR BID ONLINE – PROXY BIDDING

- A. Proxy bidding is the ability to submit the maximum amount that you are willing to pay for an item and to allow the system to incrementally bid on your behalf up to the maximum amount entered. A flat bid is the lowest (minimum) bid that you can place. Any increase or counteroffer of bidding using the flat bid method must be manually submitted by the bidder. You may replace your proxy bid limit with a higher or lower proxy bid limit provided that the amount is greater than or equal to the minimum bid required by the system. The minimum bid is the current winning bid plus the amount of the bid increment.
- B. If you learn from [realestatesales.gov](http://realestatesales.gov) that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid at [realestatesales.gov](http://realestatesales.gov) until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. **The Government reserves the right to increase or decrease the bid increment at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at [realestatesales.gov](http://realestatesales.gov). To increase a previously submitted initial written bid, bidders must bid online at [realestatesales.gov](http://realestatesales.gov).

## 9. TRANSMISSION AND RECEIPT OF BIDS

- A. The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:
- 1) Receipt of a garbled or incomplete bid.
  - 2) Availability or condition of the sending or receiving electronic equipment.
  - 3) Incompatibility between the sending and receiving equipment and software.
  - 4) Malfunctioning of any network, computer hardware or software.
  - 5) Delay in transmission or receipt of a bid.
  - 6) Failure of bidder to properly identify the bid.
  - 7) Security of bid data.
  - 8) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
  - 9) Unavailability of GSA personnel.
- B. If your bid is not accurately shown or you cannot enter a bid at [realestatesales.gov](http://realestatesales.gov) then you should call GSA at (817) 978-2331 or (817)9 78-0743 for assistance.

## 10. AUCTION CLOSE

The Government will announce a date and time and bid interval for the receipt of final bids on the sale web page. The announced bid interval is represented by a countdown clock that starts for the High Bid survival period, usually 24-hours. If the high bid is challenged at any time during the bid interval, the new bid must survive the next bid interval without challenge for the auction to

end. Bid intervals ignore weekends and Federal holidays. This process will continue until a bid survives the full bid interval unchallenged. Bid intervals may be changed from 24 hours (reduced or increased) as determined by the Government. Bid intervals of less-than 24-hours will ignore non-business hours, weekends, and Federal holidays. **The Government reserves the right to increase or decrease the bid interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at [realestatesales.gov](http://realestatesales.gov).

## 11. CONTINUING OFFERS

- A. Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.
- B. If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

## 12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## 13. BID EXECUTED ON BEHALF OF BIDDER

- A. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- B. If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- C. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.
- D. If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

## 14. NOTICE OF ACCEPTANCE OR REJECTION

- A. If you are the winning bidder, you will be contacted by email and be responsible for contacting the regional sales office within 2 business days from the date and time the email notification was sent to you.
- B. Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized

representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## **15. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding, and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

## **16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING**

- A.** Within five (5) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.
- B.** Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

## **17. REFUND OF REGISTRATION DEPOSITS**

- A.** Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- B.** Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 19, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but will require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

**18. BACKUP BIDDER**

- A.** The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder for the duration of Continuing Offer period described in Paragraph 12, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, without interest, until the High Bidder completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.
- B.** The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 18, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is

**19. ADDITIONAL INFORMATION**

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or [realestatesales.gov](https://realestatesales.gov).

**20. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

# NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS

---

## 1. QUITCLAIM/ASSIGNMENT OF ROAD EASEMENT

### A. Authority to Convey Fee Estate

THIS QUITCLAIM DEED (hereinafter collectively referred to as the "Quitclaim Deed") is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the United States of America, also sometimes referred to as the "Government," acting by and through the Administrator of General Services Administration (hereinafter called "Grantor"), under and pursuant to authority of the Property Act 40 U.S.C. 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, and \_\_\_\_ (hereinafter sometimes called "Grantee"). The terms used to designate any of the parties herein shall be deemed to include the respective representatives, successors, and assigns of such parties.

### B. Conveyance of the Fee Estate/Assignment of Easement

Grantor, for and in consideration of: (1) the sum of \_\_\_\_ dollars duly paid by Grantee; and, (2) the specific agreements hereinafter made by Grantee to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest in the following described property situated in St. Charles Parish, State of Louisiana, more particular described as follows:

Legal Description -

**Baldwin Cabin  
Tract 37 and Tract 37A  
Sections 32 & 33, T.1S., R.10W., N.M/P.M.**

A tract of land as shown on the record 2009 Bureau of Land Management (BLM) plat, lying and being situated within Sections 32 & 33, Township 1 South, Range 10 West, New Mexico Principal Meridian, Catron County, New Mexico. This description is taken from the BLM Field Notes and said plat and more particularly described as follows:

Beginning on the north line of said Section 33 at the E-W1/64 corner, a BLM Brass Cap;

thence S.20°50'E. a distance of 14.700 chains (970.20 feet) to Angle Point - 1, a BLM Brass Cap;

thence N. 89°55'W. a distance of 5.278 chains (348.35 feet) to Angle Point - 2, a BLM Brass Cap;

thence N. 85°24'W. a distance of 12.658 chains (835.43feet) to Angle Point - 3, identical with Station No 2224+02.82 on the northerly right-of-way line of U.S. Highway 60, a Brass Tablet set in a concrete base;

thence N. 66°35'W. a distance of 21.567 chains (1,423.42 feet) to Angle Point - 4, identical with Station No 2209+69.40 on the northerly right-of-way line of U.S. Highway 60, a Brass Tablet set in a concrete base;

thence northwesterly on a 03° 10' curve, having a radius of 1809.90 feet, through an arc of 17° 15' to the right a distance of 545.09 feet, to Angle Point – 5, identical with Station No 2203+94.73 on the northerly right-of-way line of U.S. Highway 60, a Brass Tablet set in a concrete base;

thence S.89°28'E. along the north line of said Section 32 a distance of 9.43 chains (622.38 feet) to the corner of Sections 28, 29, 32 and 33, a BLM Brass Cap;

thence S.89°45'E. along the north line of said Section 33 a distance of 30.00 chains (1980.00 feet) to the E-W 1/64 corner the point of beginning.

Containing 38.77 acres, more or less.

Tract – 37 is "Subject to an indefinite lease of Tract 37A to the Baldwin Public Library for a nominal fee unless the purchaser and Board make other mutually agreeable terms or unless the Library ceases to use the cabin as a community library for a period of 12 months plus an easement for the water pipeline and use of the existing well for no less than 300 gallons of water/month to the cabin and barn."

Tract 37A – A Tract of land lying and being situated within Tract 37, Section 33, Township 1 South, Range 10 West, New Mexico Principal Meridian within the Cibola National Forest, County of Catron, State of New Mexico.

Beginning at the southeast corner of said Tract 37, Section 33 at Angle Point -1, a BLM Brass Cap;

thence N.89°52'23"W., along the south line of Tract 37, a distance of 348.36 feet to Angle Point - 2 of Tract 37, a BLM Brass Cap;

thence along the line between Angle Point - 2 and Angle Point - 3 of Tract 37, N.85°21'28"W., a distance of 69.96 feet to AP-3 of Tract 37A, a Forest Service Aluminum Cap.

thence N.23°14'20"E., a distance of 114.00 feet to AP-4 of Tract 37A, a Forest Service Aluminum Cap.

thence S.83°14'44"E. a distance of 348.92 feet to AP-5 of Tract 37A. Said point falls on the line between the E-W 1/64 corner of Section 33 and Angle Point - 1 of Tract 37;

thence along the line eastern line of Tract 37, S.20°46'18"E., a distance of 75.02 feet to the point of beginning.

Containing 0.80 acres more or less.

(hereinafter referred to as the "Property"):

TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.



2. The following Notices and Covenants will be inserted in the Quitclaim Deed.

A. CERCLA NOTICES, COVENANTS, AND RESERVATIONS

1) NOTICE Regarding Hazardous Substance Activity

( Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, **THE UNITED STATES OF AMERICA** gives notice of hazardous substance activity at the Property by providing **GRANTEE** with the following reports:

*Environmental Site Assessment,*  
Baldwin Cabin Administrative Site Sale,  
Cibola National Forest, Magdalena Ranger District, Socorro County, New Mexico, by  
Rodney E. Byers, Environmental Professional, September 2, 2008.

*Affidavit of Site Re-Inspection,*  
Baldwin Cabin Administrative Site Sale, Environmental Site Assessment, by Rodney E.  
Byers, Environmental Professional, July 9, 2010.

2) NOTICE Regarding Lead Based Paint

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling

3) NOTICE REGARDING ASBESTOS CONTAINING MATERIALS (ACM)

Buildings located on the Property did contain asbestos-containing materials as described in the Phase I Environmental Site Assessment dated September 2008. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the Grantor and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Grantee against the Grantor including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

4) CERCLA Covenant

Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

## a) This covenant shall not apply:

- (i) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (ii) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession of the property, or any part thereof, after the date of this conveyance that either:
  - 1. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  - 2. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
  - 3. in the case of a hazardous substance(s) previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any party in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

## b) In the event Grantee, its successor(s) or assign(s), or any party-in-possession of the Property, or any part thereof, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), or any party-in-possession of the Property, or any part thereof, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (i) the associated contamination existed prior to the date of this conveyance; and
- (ii) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party-in-possession of the Property, or any part thereof.

5) Access Easement

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is

necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

6) Non-disturbance Clause

Grantee covenants and agrees for itself, its successors and assigns and every successor in interest to the Property, or part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

## **B. OTHER ENVIRONMENTAL NOTICES, COVENANTS, AND AGREEMENTS**

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

- 1) As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

## **C. OTHER NOTICES AND COVENANTS**

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

1) **NOTICE OF AIRPORT RESTRICTIONS**

The Property is located within six nautical miles from an airport. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described, of any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

2) **RESERVATIONS**

SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patent(s) which cover(s) the Property.

**D. EXCEPTIONS**

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

- 1) All existing permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record, including, but not limited to a certain drainage easement.
- 2) All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.
- 3) All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.
- 4) Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.
- 5) Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject Property.

## QUITCLAIM DEED

STATE OF \_\_\_\_\_ }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF \_\_\_\_\_ }

THIS QUITCLAIM DEED (hereinafter collectively referred to as the "Quitclaim Deed") is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the United States of America, also sometimes referred to as the "Government," acting by and through the Administrator of the General Services Administration (hereinafter called "Grantor"), under and pursuant to authority of the Property Act 40 U.S.C. 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, and \_\_\_\_\_ (hereinafter sometimes called "Grantee"). The terms used to designate any of the parties herein shall be deemed to include the respective representatives, successors, and assigns of such parties.

Grantor, for and in consideration of: (1) the sum of \_\_\_\_ dollars duly paid by Grantee; and, (2) the specific agreements hereinafter made by Grantee to abide by and take subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, does hereby convey, remise, release and forever quitclaim to the Grantee, its successors and assigns, under and subject to the reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth, all right, title and interest in the following described property situated in St. Charles Parish, State of Louisiana, more particularly described as follows:

(Property legal description, as contained in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted.)

(hereinafter referred to as the "Property"):

*TO HAVE AND TO HOLD the Property, together with all improvements, hereditaments, appurtenances therein and all reversions, remainders, issues, profits and other rights belonging or related thereto, and subject to all reservations, restrictions, covenants, exceptions, notifications, conditions and agreements hereinafter set forth in this Quitclaim Deed, either in law or in equity, for the use, benefit and behalf of the Grantee, its successors and assigns forever.*

*This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted).*

*Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed. (Provisions of covenants as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted).*

(Provisions and clauses of reservation, as set forth in NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted.)

(Provisions as to notices, as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Provisions of covenants as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Provisions of agreements as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

(Other provisions, as set forth in the NOTICES, COVENANTS, RESERVATIONS, AGREEMENTS AND EXCEPTIONS, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USC 541 et, seq. and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

WITNESSES:

By: MELVIN E. FREEMAN  
Director  
Real Property Utilization & Disposal Division (7PZ)  
General Services Administration

(Appropriate Acknowledgment to be added)

## BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Property Name: Baldwin Cabin, Albuquerque  
 Property Address: US Highway 60 about 3-1/2  
 miles northwest of Datil, New Mexico in Catron  
 County  
 Property Code: 7-A-NM-0596  
 REGISTRATION DEPOSIT: \$9,000.00

BID AMOUNT: \$ \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ .00  
 INITIAL BID \_\_\_\_\_ INCREASED BID \_\_\_\_\_

USER ID: \_\_\_\_\_

### Bidder Information: Please print or type legibly.

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
 E-mail: \_\_\_\_\_ @ \_\_\_\_\_

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 16, Paragraph 14, Bid Executed on  
 Behalf of Bidder for instructions:

- ☐ An individual \_\_\_\_\_  
☐ A partnership consisting of \_\_\_\_\_  
☐ A limited liability partnership consisting of \_\_\_\_\_  
☐ A corporation, incorporated in the State of \_\_\_\_\_  
☐ A limited liability company \_\_\_\_\_  
☐ A trustee, acting for \_\_\_\_\_  
☐ Other \_\_\_\_\_

### Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**  
 TIN or SS# \_\_\_\_\_ (please provide to expedite refund)  
☐ By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_  
☐ Visa ☐ MasterCard  
☐ Discover ☐ American Express  
 Name of Bidder as it appears on credit card \_\_\_\_\_

### Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of the IFB, Issue Date: 03/17/2011, including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [realestatesales.gov](http://realestatesales.gov). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Send Registration Form with Registration Deposit to:

U.S. General Services Administration  
 Office of Real Property Utilization and Disposal (7PZ)  
 819 Taylor St, Rm 8A10, Fort Worth, Texas 76102  
 Attn: David C. Burditt, Realty Specialist

FAX: (817)978-2063 (if deposit by credit card)

**CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Page 16, Paragraph 14, Bid Executed On Behalf Of Bidder for instructions)

**Baldwin Cabin – Albuquerque**

**THE PROPERTY IS LOCATED ON US HIGHWAY 60 ABOUT 3-1/2 MILES  
NORTHWEST OF THE UNINCORPORATED COMMUNITY OF DATIL, NEW MEXICO  
IN CATRON COUNTY AND IS APPROXIMATELY 38.77 ACRES MORE OR LESS.**

**THE PROPERTY IS LOCATED ON THE NORTH SIDE OF US HIGHWAY 60 AND IS  
BOUNDED ON THE NORTH SIDE BY ONE PRIVATE LAND OWNER. THE  
PROPERTY BOUNDARY ON THE EAST AND SOUTH SIDES WILL REMAIN US  
NATIONAL FOREST PROPERTY.**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is  
within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)



## Exhibit A

BALDWIN CABIN PUBLIC LIBRARY, LLC  
FACILITIES LEASE

THIS LEASE made on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between \_\_\_\_\_, (hereinafter referred to as "Lessor"), whose address is \_\_\_\_\_, and the Baldwin Cabin Public Library, (hereinafter referred to as "Lessee"), a non-profit Limited Liability Company of New Mexico established on September 27, 2006, whose address is P.O. Box 740, Datil, New Mexico, 87821.

WITNESSETH: That the said Lessor hereby leases and demises unto the said Lessee the following described premises:

Tract 37A, consisting of a 0.80 acre tract which is part of a larger tract known as Tract 37 located within section 33, Township 1 South, Range 10 West, New Mexico Principal Meridian along with the adobe cabin and wood frame barn that are collectively known as Baldwin Cabin that collectively are referred to as Facilities, (see attached Exhibit A).

TO HAVE AND TO HOLD the premises from this \_\_\_\_\_ day of \_\_\_\_\_, 2011, for a term to last so long as the Baldwin Cabin Facilities are used as a public library and are open to the public. If and when the facilities are no longer used as a public library for a period of one year or until the Lessee shall voluntarily relinquish the use of the facilities, whichever event occurs first, the use of the facilities and land will revert to the landowner or his/her Heirs or Assigns, of Tract 37 or to any lot of said Tract 37 that may be subdivided and Tract 37A is included as a part of a subdivided lot.

The said Lessee shall pay to the Lessor the annual rent of ten dollars (\$10.00) being due on the date this lease is signed by the Lessee and on the same date of each year following the original signing of said lease.

The Lessee and the Lessor hereby covenant:

1. The Lessee will pay to the Lessor or any assigns or heirs the rent herein reserved at the times aforesaid. Should said rent at any time remain due and unpaid for a period of thirty days after the same shall have become due, the said Lessor may at Lessor's option, consider the said Lessee a tenant at sufferance and immediately re-enter upon the premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may be immediately collected by distress or otherwise.
2. The Lessee will not use or permit the premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the premises or to the comfort of the other landowners or neighbors of adjoining property(ies) on Tract 37.

3. The Lessee will not sublet or assign this lease, nor any part thereof, without the written consent of the Lessor.
4. The Lessee will have a 4-foot wide undefined easement for a temporary above-ground water pipeline from the well house to the library building in Tract 37A along with a right to use the well in Lot 37 to supply a total of 300 gallons of water per month for use in Lot 37A facilities. A more permanent line may be negotiated between the new landowner and Library at a future date.
5. Lessee will keep the exterior, interior and the premises of the Cabin in good and substantial repair and in clean condition, damage by fire or storm excepted; and will exercise all reasonable care in the use of the Facilities within the provisions and requirements of the Declaration of Preservation Covenant (see attached Exhibit B) that runs with this property.
6. The Lessee will maintain the Barn in the condition current on the date the Lease is first signed as a feature eligible for the Register of Historic Places.
7. The Lessee will permit the Lessor or Lessor's agents or employees, at all reasonable times, to enter into the premises and inspect the conditions thereof.
8. The Lessee will at the termination of said lease, without demand, quietly and peaceably deliver up the possession of the said premises in good state and condition, damage or destruction by fire or storm excepted.
9. The parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Catron County, State of New Mexico. No action hereunder may be commenced if more than one year after the cause of action giving rise thereto has elapsed.
10. Unless specifically disallowed by law, should litigation arise hereunder, service of process may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.
11. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.